



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION NO. 4134 OF 2025
IN
COMMERCIAL IP SUIT NO. 115 OF 2025

Asian Paints Limited

... Applicant/Plaintiff.

Versus

Vinod Satyaprakashji Mittal

... Respondent/Defendant.

Mr. Vinod A. Bhagat a/w. Ms. Sonam Pradhan i/by Vinod Bhagat for the Applicant/Plaintiff.

Mr. Deepak S. Bhalerao, 2nd Assistant to Court Receiver, present.

Coram : Sharmila U. Deshmukh, J.

Date : November 18, 2025

P.C. :

1. By order of 10th December, 2025, ad-interim relief was granted in respect of infringement of trade mark and copyright and Court Receiver came to be appointed. Subsequently, the ad-interim order was executed at the Defendant's premises and the Defendant are aware of the passing of the ad-interim order.
2. Learned counsel appearing for the Plaintiff submits that though served, none appears on behalf of the Defendant. He would submit that the *prima facie* findings which have been arrived at by this Court have not been displaced in the absence of any reply by the Defendant.

3. By order of 10th December, 2024, this Court came to a *prima facie* findings of overall deceptive similarity in the rival marks and that the impugned marks and the art work adopted by the Defendant is deceptively and confusingly similar to that of the Plaintiff's mark. The ad-interim relief was granted for infringement of trade mark and copyright. Subsequently, the leave Petition was allowed and ad-interim in respect of passing off was granted by order of 28th July, 2025.

4. Despite service, none appears on behalf of the Defendants.

5. As there is no response by the Defendant, *prima facie* findings which have been arrived at by this Court by order of 10th December, 2024 and 28th July, 2025 have not been displaced. There is no reason as to why the ad-interim relief should not be confirmed as interim relief.

6. In light of the above, the ad-interim relief granted by order of 10th December, 2024 and 28th July, 2025 is confirmed as interim relief.

7. Interim Application is allowed in terms of prayer clause (a), (b), and (c), which reads as under.

"a. pending the hearing and final disposal of the suit, the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by an order and temporary injunction of this

Hon'ble Court from manufacturing, marketing, distributing, selling and/or using in any manner whatsoever in relation to their wall putty, enamel, paints or other like goods used in the paint industry, the impugned mark ASIANGOLD wall putty, the impugned label marks of ASIANGOLD wall putty and SUPREME GLOSS premium enamel or any other mark or label/s being identical with and/or deceptively similar to the Plaintiff's trade marks ASIAN and ASIAN PAINTS, TRUCARE wall putty label and APCOLITE GLOSS premium enamel label respectively, so as to infringe upon the Plaintiff's said trade marks ASIAN PAINTS and ASIAN registered under Nos. 533698, 904237, 904238, 965439 1055654, 1067053, 1154822, 1154823, 1154824, 1154825, 1154827, 1154828 1154831, 1154832, 1154834, 1154835, 1154837, 1587298, 1021922 16092, 1609254, 1609255, 1609256, 1609257, 1609258, 1609259, 1650391 1670419, 1670422, 1670423, 1670424, 1670427, 1670430, 1670431, 1670432 1670433, 1670435, 1670436, 1737954, 1737955, 1737956, 1743551, 1743552, 1743553, 1743554, 1743555, 1847163, 1994707, 1994709, 1994711, 2129737, 2129741, 2318178, 2400078, 2413392; the trade mark of TRUCARE wall putty label registered under No. 3389681 and the trade mark APCOLITE GLOSS premium enamel label registered under No. 2879939; all in class 02;

- b. pending the hearing and final disposal of the suit, the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing, marketing, distributing, selling and/or using in any manner whatsoever in relation to their wall putty, enamel, paints or other like goods used in the paint industry, the impugned pirated artworks of ASIANGOLD wall putty and*

SUPREME GLOSS premium enamel (appended at Exhibit S to the Complaint) bearing colour scheme, lay-out, get-up, style, artwork and representation or any other artwork which is identical with and/or is substantially/strikingly similar as regards the colour scheme, lay-out, get-up, style, artwork and representation to the Plaintiff's original artistic works of TRUCARE wall putty (appended at Exhibit M to the Complaint) and APCOLITE GLOSS premium enamel (appended at Exhibit G to the Complaint), so as to infringe upon the Plaintiff's registered copyrights in the original artistic works of its TRUCARE wall putty label registered under No. A-120499/2017 dated 21.09.2017 and APCOLITE GLOSS premium enamel label registered under No. A-118156/2017 dated 05.07.2017;

- c) *pending the hearing and final disposal of the suit, the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing, marketing, distributing, selling and/or using in any manner whatsoever in relation to their wall putty, enamel, paints or other like goods used in the paint industry, the impugned mark ASIANGOLD wall putty, the impugned label marks and trade dress of ASIANGOLD wall putty and SUPREME GLOSS premium enamel or from using any mark, label/s or trade dress identical with and/or deceptively similar to the Plaintiff's distinctive and prior used trade marks ASIAN PAINTS, ASIAN, TRUCARE wall putty label and APCOLITE GLOSS premium enamel label and the distinctive trade dress depicted on the Plaintiff's TRUCARE wall putty and APCOLITE gloss premium enamel labels, so as to pass off the Defendant's goods and business as and for those of the Plaintiff or in some way connected or associated therewith; "*

8. The Court Receiver's Report is disposed of. The Court Receiver stands discharged without passing of accounts. All expenses, charges and cost of the Court Receiver to be paid within period of eight weeks by the Plaintiff upon the demand being raised by the office of Court Receiver.

[Sharmila U. Deshmukh, J.]